# Welcome to ADONnews

# **1. Parties**

ADONnews Sweden AB (556712-5231) (ADON) and ("the Business Owner") have, through these terms and conditions, entered into an agreement for using ADONnews to advertise in their chosen digital channel(s).

# 2. The Service

2.1

ADON provides a web based service which lets the Business Owner, through their own advertiser account, promote information, offers, contests etc. to the visitors to web sites in their chosen digital channel(s).

### 2.2

ADON constantly strives to develop its services, which means that the nature and content of the service may be updated over time. The Business Owner understands and accepts that ADON, without the Business Owner's approval, develops and updates the service within the framework of selected digital channel(s).

### 2.3

ADON does not guarantee that the Business Owner will be able to use the service without any interruptions.

### 2.4

ADON is not responsible for any direct or indirect damages or losses incurred by the Business Owner due to use of the service. ADON is also not responsible for direct or indirect damages or losses based on the Business Owner's own, direct or indirect, actions in the use of the service. This also applies if the damage or losses are based on changes or cessation of the service, in parts or in full.

# 3. Conditions for joining

### 3.1

In order for the Business Owner to use their selected digital channel(s), a digital agreement ("the Agreement") must first be signed by the Business Owner. The Business Owner gives their approval of these terms and conditions in connection with the Business Owner also signing and approving the sent digital agreement by clicking on the final "Accept"-button in the approval process.

3.2

The Business Owner agrees to provide ADON with correct contact information to users, contracting parties and invoice recipients. The Business Owner is the contracting party and is responsible for ensuring that the information provided in the Agreement is correct. When the Agreement is legally binding, the Business Owner is responsible for ensuring that the person at the Business Owner who entered into the Agreement also has the right and authority to enter into this type of agreement on behalf of the Business Owner.

### 3.3

While using the service, the Business Owner shall not use trademarks, company names, logos or other symbols or signs that the Business Owner does not have the rights to use. Any damage to a third party is the sole responsibility of the Business Owner.

3.4

ADON is not responsible for any misuse of the service, any inaccuracies in the service or other problems that lead to inaccuracies and affect the Business Owner.

3.5

The Business Owner pledges to comply with the general conditions for publication stated in section 9. Terms of publication.

### 4. Pricing and Payment

4.1

The Business Owner pledges to pay ADON the fees according to the current price list for the service agreed and under the Agreement. ADON has the right to use a third party invoice service and transfer invoicing to any external party from time to time.

4.2

Unless otherwise stated, payment is done by mailed invoice.

In the case of invoice payment, the trader receives an invoice with 30 days payment terms according to the agreed contract. All prices stated in the Agreement are excluding Swedish VAT.

4.3

ADON has the right to change prices from time to time. Price changes in contracts entered into with a fixed period can, however, never be changed without a new approval from the Business Owner.

# 5. Transfer

The Business Owner may not transfer their agreement, rights and  $\prime$  or obligations under the Agreement without the written consent of ADON.

### 6. Cancellation

6.1 The Agreement applies for a fixed period in accordance with the signed digital agreement. The Agreement is terminated automatically after the end of the period and is binding.

6.2 ADON can, with immediate effect, terminate the Agreement if the Business Owner violates the Agreement, or shows that they did not intend to comply with the Agreement. The same applies if the Business owner proves unable to comply with the contract terms.

# 7. General Provisions

7.1

The Agreement constitutes the complete agreement between ADON and the Business Owner.

7.2

ADON reserves the right to make reasonable and appropriate changes to the Agreement.

The Business Owner understands that the assessment of the relationship between ADON and the Business Owner is made on the basis of the latest copy of the Agreement.

#### 7.4

The Business Owner agrees that ADON delivers messages via e-mail, regular mail, or on ADONnew's website or other channels where ADONnews is the sender to update the Business Owner about the service.

#### 7.5

The Business Owner allows ADON to use the Business Owner's trademark in its own marketing. The use of which should then be appropriate.

### 8. Applicable law

The Agreement is regulated in accordance with Swedish law. ADON and the Business Owner agree that Swedish courts have exclusive jurisdiction to settle all disputes based on the Agreement.

### 9. Terms of publication

ADONnews is a platform where the Business Owner can provide information, offers, competitions etc. to the visitors of the affiliated sites and aims to create a value for the visitors and the Business Owner. The Business Owner has full freedom to assess what information, discount etc. has added value for the consumers who wish to get in touch with, get information from or follow the trader via the digital sites. The Business Owner is responsible for the content of information, offers etc. published on connected sites. However, ADON reserves the right to review and remove content that is not compatible with the site's trademark.

- Wordings that are considered offensive or violate Swedish law will be denied.
- An offer will be rejected if it contains a trademark or copyrighted material that the Business Owner may not have at their disposal.
- It is strictly forbidden to publish explicit images of a pornographic nature, spread racist messages or other messages that are contrary to Swedish marketing law.
- ADON also reserves the right to reject offers that for some reason do not correspond to the site's profile or the agreement that applies between the sites and ADON. ADONnews Sweden AB, Skomakaregatan 6-8, 211 34 Malmö, Org no: 556712-5231